## **SAMSUNG ELECTRONICS (UK) LIMITED**

## Disney+ 6 MONTH SUBSCRIPTION PROMOTION ("PROMOTION")

### **TERMS AND CONDITIONS**

Participants agree to be bound by these terms and conditions (the "Terms and Conditions"). Any information or instructions published by the Promoter about the Promotion at www.samsung.com/uk/boost/disneyplus or www.samsung.com/ie/boost/disneyplus form part of the Terms and Conditions.

#### The Promoter

1. The Promoter is Samsung Electronics (UK) Limited, Samsung House, 2000 Hillswood Drive, Chertsey, Surrey, KT16 ORS (the "Promoter" or "Samsung").

#### **Promotion Period**

2. The Promotion will commence at 00:01 GMT on 11 March 2022 and shall close at 23:59 BST on 11 June 2022 (the "Promotion Period").

### Eligibility

- 3. To be eligible to participate in the Promotion you must be a UK/ROI resident aged 18 or over ("Participant").
- 4. Employees or agents of the Promoter or anyone professionally connected to this Promotion and any group company of the Promoter is not eligible to enter.
- 5. Only one claim per Promotion Device is permitted during the Promotional Period.
- 6. Participants must have a Samsung account in order to redeem the Reward (as described in paragraph 9 below).
- 7. Participants must hold a valid debit or credit card in order to redeem the Reward (as described in paragraph 9 below).
- 8. Subscription to Disney+ requires a compatible internet device and internet connection.

### Offer

- 9. Participants who purchase a new (i.e. not second hand) Galaxy S21 FE (each a "Promotion Product") from UK or ROI participating retailers (whether purchase is made in-store or online) within the Promotion Period will be entitled to a 6 month Disney+ subscription ("Reward"). The Promotional Product must be purchased during the Promotion Period and is redeemable by the Participant: (i) through registration of the Promotion Product and other details in the Participant's Samsung account on www.samsung.com/uk/boost/disneyplus (in the UK) or samsung.com/ie/boost/disneyplus (in ROI); (ii) following a successful registration of the Promotion Product, receiving via a URL link which contains a Disney+ activation code ("Disney Code"); and (iii) the Participant accepting the Disney+ Subscriber Agreement and Privacy Policy and redeeming the Disney Code at https://www.disneyplus.com. The Disney+ Services are governed by the Disney+ Subscriber Agreement.
- 10. The offer is for new subscribers or returning Disney+ users (e.g. individuals that do not have an active Disney+ account). The subscription will begin when the Participant receives the

confirmation email from Disney+ notifying of successful completion of the registration process. The subscription has a current cash value of GBP 47.94 / EUR 53.94, which is equal to 6 months of the Disney+ subscription currently priced at GBP 7.99/month/ EUR8.99/month.

11. The Disney+ Code cannot be combined with any other Disney+ offers, coupons, discounts or promotions. Disney+ Code is not refundable or redeemable for cash or any other goods or services and cannot be sold or transferred, or exchanged or credited towards purchase of other

subscriptions, and will not be honoured if obtained from any third party. For details, please visit https://www.disneyplus.com/en-gb/legal/subscriber-agreement.

- 12. At the end of the 6 month subscription period, the subscription will auto-renew, the Participant will be required to pay for their subscription for the then current price unless cancelled. Participants can cancel their subscription at any time. To cancel, log into your Disney+ account and follow the cancellation instructions. No refunds or credits for partial months.
- 13. Use of the Disney Code is subject to registration of a Disney+ account and Disney's Subscriber Agreement, available at https://www.disneyplus.com/en-gb/legal/subscriber-agreement.
- 14. The Disney+ Code is redeemable until 11 June 2023 (by 23.59 BST). A Disney Code is not redeemable or refundable for cash and cannot be resold or combined with any other special or free offers, or exchanged for Disney+ gift subscriptions. Use of a Disney+ Code is subject to applicable law. A maximum of one Disney+ Code may be applied to your Disney+ account.
- 15. The remainder of the Disney+ 6 month subscription shall be lost if the subscriber cancels the subscription before the expiry of the relevant period. No refund shall be provided. This does not affect a Participant's statutory rights.

# **Entry**

- 16. To claim, Participants must purchase a Promotion Product during the Promotion Period.
- 17. After purchase of the Promotion Product during the Promotion Period, Participants should visit samsung.com/uk/boost (in the UK) or www.samsung.com/ie/boost (in ROI), select the Disney offer, sign into their Samsung account and click redeem for the Disney+ offer (the "Claim").
- 18. The Participant will be directed to Disney+ via URL after the Claim.
- 19. The Participant will be sent to https://www.disneyplus.com/redeem to redeem the Reward. The Participant will create a Disney+ account, select the offer, input their details and accept the Disney Subscriber Agreement and Privacy Policy on https://www.disneyplus.com. Subscription to the Disney+ service is governed by the Disney+ Subscriber Agreement.
- 20. A valid debit or credit card is required, and by redeeming the Disney Code you will be entering into a monthly subscription. You can cancel your subscription at any time before the end of the 6-month subscription and not be charged. At the end of the 6-month subscription the Participant credit/debit card will automatically be charged at the then standard price (currently GBP 7.99/month EUR8.99/month) unless cancelled.
- 21. Participants must complete the Claim no later than 11 June 2022 and redeem the Disney+ Code by 11 June 2023 23:59 BST. Claims and code redemptions received after this will be invalid.

- 22. Claims and code redemptions that are incomplete or damaged will be deemed invalid. No responsibility is accepted by the Promoter for lost, delayed or damaged data which occurs during any communication or transmission of claims.
- 23. The Promoter reserves the right at its absolute discretion to disqualify claims which it considers do not comply with these terms and conditions.
- 24. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age, and other relevant details of a Participant.
- 25. A claim must be made by the Participant, and must not be made through agents or third parties.
- 26. The Promoter reserves the right, at any time, to verify the validity of claims and Participants (including a Participant's identity, age and place of residence) and to disqualify any Participant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 27. The Promoter's decision is final and no correspondence will be entered into.
- 28. If for any reason a Participant does not take the Reward or an element of the Reward by the time stipulated by the Promoter, then the Reward or that element of the Reward will be forfeited.
- 29. If the Reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward with an offer to the equal or greater value and/or specification at any time.
- 30. Subject to applicable law, there are no cash alternatives in whole or part. All Disney+ Codes issued under this Promotion are not transferrable or exchangeable (including for Disney+ gift subscriptions) and cannot be taken as cash.
- 31. Any cost associated with accessing the promotional website is the Participant's responsibility and is dependent on the internet service provider used.

### **Privacy and Data Protection**

- 32. The Promoter may use any personal information submitted by the Participant to advise Participants of future promotions and to provide information about products of the Promoter or its associated companies that may be of interest. The Participant hereby consents to such personal information being used for this purpose and confirms that it agrees with the Promoter's privacy policy available at: //www.samsung.com/uk/info/privacy.html . The Participant may withdraw consent to such use of personal information by writing to the Promoter or by using the opt-out process outlined in the Promoter's privacy policy.
- 33. Other than as set out in these terms and conditions or for the purposes of operating the Promotion, the details and information provided by the Participant when entering the Promotion or claiming the Disney+ subscription will not be used for any promotional purpose, nor shall they be passed to any third party.

#### General

- 34. The Promoter shall not be liable for any interruption to the Promotion whether due to force majeure or other factors beyond the Promoter's control.
- 35. The Promoter reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary the Terms and Conditions of the Promotion.
- 36. The Promoter will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of the Promoter; or (e) any printing or typographical errors in any materials associated with the Promotion.
- 37. Participants will be solely responsible for any and all applicable taxes and any other relevant costs, expenses which are not stated in the Terms and Conditions as being included.
- 38. By participating in this Promotion, you agree, to the maximum extent permitted by applicable laws, to release and hold the Promoter harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Promotion, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Disney+ Code(s). The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Promoter's negligence.
- 39. The Promotion is governed by English law.